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8 Attorneys for Defendant and Counterclaimant
9 1059 Lakeshore Boulevard LLC and
10 Defendants Barry Kane and Anna Kane

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 GARY A. PULVER dba PULVER
14 CONSTRUCTION COMPANY, an
15 individual,

16 Plaintiff,

17 v.

18 BARRY KANE, an individual; ANNA
19 KANE, an individual; and 1059
20 LAKESHORE BOULEVARD LLC, a
21 Nevada limited liability company fka 1059
22 Lakeshore Drive LLC,

23 Defendants.

24 1059 LAKESHORE BOULEVARD LLC, a
25 Nevada limited liability company,

26 Counterclaimant,

27 v.

28 GARY A. PULVER dba PULVER
CONSTRUCTION COMPANY, an
individual, and ROES 1-50, inclusive,

Counter-Defendants.

Case No.: 3:20-cv-00673-MMD-CLB
Honorable Miranda M. Du

**STIPULATION AND ORDER FOR
ENTRY OF JUDGMENT
AGAINST GARY A. PULVER
DBA PULVER CONSTRUCTION
COMPANY**

1 GARY A. PULVER dba PULVER
2 CONSTRUCTION COMPANY, an
3 individual,
4
5 Third-Party Plaintiff,
6 v.
7 CRUZ CONSTRUCTION COMPANY, INC.,
8 a Nevada corporation,
9
10 Third-Party Defendant.

Complaint Filed: December 4, 2020

9 WHEREAS, the parties to this Stipulation for Entry of Judgment (the “Stipulated
10 Judgment”) are GARY A. PULVER dba PULVER CONSTRUCTION COMPANY, an
11 individual (“Pulver”), BARRY KANE, an individual, ANNA KANE, an individual, and
12 1059 LAKESHORE BOULEVARD LLC (“Lakeshore”), a Nevada limited liability
13 company formerly known as 1059 Lakeshore Drive LLC (Barry Kane, Anna Kane, and
14 Lakeshore are collectively referred to as the “Lakeshore Parties”).

15 WHEREAS, Pulver entered into an oral contract with Lakeshore in 2017 to
16 construct for the Lakeshore Parties a house at 1059 Lakeshore Boulevard, Incline Village,
17 Nevada 89451 (the “Property”) as specified in the applicable plans and specifications as
18 the general contractor, in exchange for payment for labor and material incurred by Pulver,
19 plus 7% (calculated on the costs) and 7% profit (calculated on the sum of the costs plus
20 overhead) (the “Project”).

21 WHEREAS, throughout 2017, 2018, 2019, and the early part of 2020, the
22 Lakeshore Parties made monthly payments to Pulver for the Project, in the total amount of
23 \$8,306,671.79.

24 WHEREAS, a dispute arose between Pulver and the Lakeshore Parties regarding
25 Pulver’s performance of the Project.

26 WHEREAS, in July 2020, the Lakeshore Parties terminated Pulver from the
27 Project and terminated the oral contract between Pulver and Lakeshore.

28 WHEREAS, Pulver initiated the above-captioned action (the “Action”) by filing a

1 Complaint in the United States District Court, District of Nevada (Northern Division) on
2 December 4, 2020, assigned case number 3:20-cv-00673-MD-CLB, in which Pulver
3 alleges, among other things, that the Lakeshore Parties refused to pay Pulver's final
4 claimed outstanding invoice and that the Lakeshore Parties owe Pulver at least
5 \$182,101.63 for the Project, plus statutory interest under NRS 624.620, attorneys' fees,
6 and costs.

7 WHEREAS, on February 8, 2021, Lakeshore filed a Counterclaim against Pulver
8 in the Action, alleging that Pulver is responsible for various construction defects and
9 asserting counterclaims for breach of contract, negligence, and fraud (intentional
10 misrepresentation and fraudulent concealment).

11 WHEREAS, as set forth in the Lakeshore Parties' Fifth Supplemental FRCP 26
12 Disclosures, Lakeshore is seeking damages on its counterclaims against Pulver in the total
13 amount of \$5,435,952.68, as well as punitive damages in connection with Lakeshore's
14 fraud claims against Pulver.

15 WHEREAS, Pulver has asserted third-party claims in the Action against several
16 third-party defendants involved in the Project.

17 WHEREAS, Pulver desires to resolve this Action, as between he and the
18 Lakeshore Parties, by stipulating to entry of a judgment in the Action (i) against Pulver
19 and in favor of Lakeshore on all of Lakeshore's counterclaims in the amount of Five
20 Million and no/100 Dollars (\$5,000,000), and (ii) against Pulver on all of Pulver's claims
21 for relief against the Lakeshore Parties, such that Pulver takes nothing thereby.

22 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED between
23 Pulver and the Lakeshore Parties, by and through their counsel of record, as follows:

24 1. Judgment shall be entered against Pulver (i) in favor of 1059 Lakeshore
25 Boulevard LLC on its counterclaims against Pulver, in the total amount of \$5,000,000 (the
26 "Judgment Amount"), and (ii) in favor of Barry Kane, Anna Kane, and 1059 Lakeshore
27 Boulevard LLC on all of Pulver's claims for relief against them such that Pulver take
28 nothing thereby.

2. This Stipulated Judgment shall be enforceable as any other civil judgment.

DATED: February 1, 2024

LEMONS, GRUNDY &
EISENBERG

/s/ Dane A. Littlefield

DANE A. LITTLEFIELD, ESQ.
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*Attorneys for Counter-Defendant and
Third-Party Plaintiff Gary A. Pulver
dba Pulver Construction Company*

DATED: February 1, 2024

HOY CHRISSINGER VALLAS

/s/ Theodore E. Chrissinger

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Gary A. Pulver dba Pulver
Construction Company*

[signatures continued on next page]

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1 DATED: February 1, 2024

MOUNTAINSIDE LAW

3 /s/ Alan R. Wechsler

4 ALAN R. WECHSLER, ESQ.
5 *Attorney for Defendant and*
6 *Counterclaimant 1059 Lakeshore*
7 *Boulevard LLC and Defendants Barry*
8 *Kane and Anna Kane*

9 **IT IS SO ORDERED.**

10 Dated this 1st day of February, 2024.

11 

12 UNITED STATES DISTRICT JUDGE